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UNITED STATES DISTRICT COURT  
DISTRICT OF ALASKA

GARY J. CROCHET,

Plaintiff,

vs.

CROWLEY MARINE SERVICES,  
INC.,

Defendant.

Case No. 3:05-CV-288-RRB

**AMENDED ANSWER TO FIRST  
AMENDED COMPLAINT**

Defendant Crowley Marine Services, Inc., by and through counsel answers Plaintiff's First Amended Complaint as follows:

1. Answering paragraph 1, Defendant admits that Plaintiff worked as a seaman on board the Barge 450-1 on October 27, 2004. The remaining allegations of paragraph 1 of Plaintiff's complaint are denied.

2. Answering paragraph 2, Defendant admits the allegations contained therein.

3. Answering paragraph 3, the allegations contained therein raise issues of law which require no answer.

4. Answering paragraph 4, Defendant admits the allegations contained therein.

1           5.     Answering paragraph 5, Defendant denies the allegations  
2 contained therein.

3           6.     Answering paragraph 6, the allegations contained therein raise  
4 issues of law which require no answer.

5           7.     Answering paragraph 7, the allegations contained therein raise  
6 issues of law which require no answer.

7           8.     Answering paragraph 8, Defendant admits the Plaintiff was a  
8 resident of the State of Alaska on or about October 27, 2004.

9           9.     Answering paragraph 9, Defendant admits that it does business  
10 in the State of Alaska. The remaining allegations of paragraph 9 are denied.

11          10.    Answering paragraph 10, Defendant admits the allegations  
12 contained therein.

13          11.    Answering paragraph 11, Defendant denies any and all  
14 allegations concerning any claimed injury by Plaintiff. Defendant admits that its  
15 vessel is located within the territorial waters of the State of Alaska, and that it  
16 conducts business within the State of Alaska. The remaining allegations of  
17 paragraph 11 of the complaint raise issues of law which require no answer.

18                   ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

19          12.    Answering paragraph 12, Defendant incorporates by reference  
20 and realleges its answers to paragraphs 1 through 11 above.

21          13.    Answering paragraph 13, Defendant admits that the Barge  
22 450-1 is a vessel that is regularly in navigation in Alaska waters.

23          14.    Answering paragraph 14, Defendant admits that Plaintiff was  
24 employed on board the Barge 450-1 on October 27, 2004 in Alaska waters. The  
25 remaining allegations of paragraph 14 are denied.

26          15.    Answering paragraph 15, Defendant denies the allegations

1 contained therein.

2           16. Answering paragraph 16, Defendant admits that Plaintiff was  
3 discharged for stealing ship's stores, and that Plaintiff's theft was not initially  
4 reported by Defendant to the police. Defendant denies the remaining allegations  
5 contained in paragraph 16.

6           17. Answering paragraph 17, Defendant denies the allegations  
7 contained therein.

8           18. Answering paragraph 18, Defendant denies the allegations  
9 contained therein.

10  
11                               FIRST CAUSE OF ACTION  
12                               Jones Act Negligence  
13                               Against Crowley Marine Services, Inc.

14           19. Answering paragraph 19, Defendant incorporates by reference  
15 and realleges its answers to paragraphs 1 through 18 above.

16           20. Answering paragraph 20, Defendant admits that Plaintiff was a  
17 seaman working on board the Barge 450-1, a vessel in navigation. Defendant  
18 denies the remaining allegations contained in paragraph 20.

19           21. Answering paragraph 21, the question of whether a duty was  
20 owed by Defendant raises questions of law which require no answer. Defendant  
21 denies the remaining allegations contained in paragraph 21.

22           22. Answering paragraph 22, Defendant denies the allegations  
23 contained therein, including all subparts of paragraph 22.

24                               SECOND CAUSE OF ACTION  
25                               Unseaworthiness of the Vessel  
26                               Against Defendants Crowley Marine Services, Inc. and Barge 450-1

          23. Answering paragraph 23, Defendant incorporates by reference

1 and realleges its answers to paragraphs 1 through 22 above.

2           24. Answering paragraph 24, Defendant admits that it is the  
3 registered owner of the Barge 450-1. The question of whether a duty was owed by  
4 Defendant to Plaintiff raises issues of law which require no answer.

5           25. Answering paragraph 25, Defendant denies the allegations  
6 contained therein.

7           26. Answering paragraph 26, Defendant denies the allegations  
8 contained therein.

9           27. Answering paragraph 27, Defendant denies the allegations  
10 contained therein.

11  
12                           THIRD CAUSE OF ACTION  
13                           Failure to Pay Voyage Continuance Wages  
                                  Against Defendant Crowley

14           28. Answering paragraph 28, Defendant incorporates by reference  
15 and realleges its answers to paragraphs 1 through 27 above.

16           29. Answering paragraph 29, Defendant denies the allegations  
17 contained therein.

18           30. Answering paragraph 30, Defendant denies the allegations  
19 contained therein.

20           31. Answering paragraph 31, Defendant denies the allegations  
21 contained therein.

22           32. With respect to any and all other allegations set forth in  
23 Plaintiff's First Amended Complaint not heretofore specifically admitted or  
24 denied, Defendant denies same.  
25  
26

AFFIRMATIVE DEFENSES

1  
2 1. Plaintiff's Complaint fails to state a claim upon which relief  
3 may be granted.

4  
5 2. This court lacks jurisdiction over the Barge 450-1.

6 3. Any injury or damages complained of by Plaintiff were caused  
7 or contributed to by his own fault, intentional actions or negligence.

8 4. Any injury or damages complained of by Plaintiff were caused  
9 or contributed to by the actions or negligence of others over whom Defendant had  
10 no duty or control.

11  
12 5. Plaintiff has failed to mitigate his damages, if any.

13 6. Plaintiff's injuries, if any, were the result of a superceding  
14 cause for which Defendant is not liable.

15 7. Defendant's actions in terminating Plaintiff were taken in good  
16 faith, with honesty of purpose, and not maliciously. Defendant's actions were job-  
17 related and consistent with business necessity.

18  
19 8. Plaintiff is barred from asserting claims or causes of actions  
20 contained in Plaintiff's complaint by virtue of the doctrines of unclean hands and  
21 *in pari delicto*.

22 9. Plaintiff's claims for failure to pay voyage continuance wages,  
23 and for wrongful discharge as alleged in plaintiff's third cause of action are  
24 preempted by §301 of the Labor Management Relations Act, 29 U.S.C. §185, and  
25 are time-barred by the six month statute of limitations under federal law  
26

1 applicable to such claims.

2 WHEREFORE, having set forth its answer to Plaintiff's First  
3 Amended Complaint, Defendant Crowley Marine Services, Inc. prays the  
4 complaint against it be dismissed with prejudice, and that Plaintiff take nothing  
5 thereby, and that Defendant be awarded its costs, interest and attorney's fees,  
6 and for such other and further relief as this Court may deem just and proper.  
7

8 DATED at Anchorage, Alaska this \_\_\_\_ day of April, 2006.

9  
10 KEESAL, YOUNG & LOGAN  
Attorneys for Crowley Marine Services, Inc.

11  
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Alaska Bar No. 7605022

15 CERTIFICATE OF SERVICE:

16 I HEREBY CERTIFY THAT I CAUSED TO  
17 BE SERVED A TRUE AND CORRECT COPY  
OF THE FOREGOING THIS \_\_\_\_ DAY OF  
18 APRIL, 2006 TO:

19 Via Mail

20 Michael J. Patterson  
Heather L. Gardner  
21 Law Office of Michael J. Patterson  
810 W. 2<sup>nd</sup> Avenue  
22 Anchorage, AK 99501